



200402100045
Skagit County Auditor

2/10/2004 Page 1 of 10 10:53AM

This Spd
5/1/04

96 NOV 5 9:28
RECORDED
REQUEST OF

9611050028

11/1/14

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Name Grant S. Meiner
Address Attorney at Law
405 S. Peabody, Suite D
City, State, Zip Port Angeles, WA 98362

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT -- WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.

**REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)**

Being rerecorded to correct the legal description

1. PARTIES AND DATE. This Contract is entered into on this 6 day of September, 1996 between Gerald Walli Slind, a single person, an undivided one-third interest; Alan W. Slind and Helen Slind, husband and wife, an undivided one-third interest; and Marvin C. Slind and Mickey Slind, husband and wife, an undivided one-third interest, as tenants in common, as "seller" and Kevin J. Allen and Mollie J. Allen, husband and wife, as

as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skagit County, State of Washington:

The legal description is attached hereto and incorporated herein.

P 33653
2-35-3

#15717
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
NOV - 4 1996
Amount Paid \$1218.45
By: [Signature]
Skagit County Treasurer
Deputy

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

Not applicable.

No part of the purchase price is attributed to personal property.

4. (a)	PRICE. Buyer agrees to pay:		Total Price
	\$ <u>75,000.00</u>		Down Payment
	Less (\$ <u>10,000.00</u>)		Assumed Obligation(s)
	Less (\$ <u>-0-</u>)		Amount Financed by Seller.
	Results in \$ <u>65,000.00</u>		

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain _____ dated _____ recorded as AF# _____. Seller warrants the unpaid balance of said obligation is \$ _____ which is payable \$ _____ on or before the _____ day of _____, 19____ interest at the rate of _____ % per annum on the declining balance thereof; and a like amount on or before the _____ day of each and every _____ thereafter until paid in full.
Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN _____, 19____.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

9611050028

BK1600PG0448

(c) **PAYMENT OF AMOUNT FINANCED BY SELLER.**

Buyer agrees to pay the sum of \$ 65,000.00 as follows:
\$ 330.00 or more at buyer's option on or before the 25th day of
September, 19 96, including interest from date of this contract
at the rate of six (6) % per annum on the declining balance thereof; and a like amount or more
on or before the twenty-fifth day of each and every month thereafter until paid in
full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN September 25, 2002.

Payments are applied first to interest and then to principal. Payments shall be made at
c/o Alan Slind, 200 Lake Farm Road, Port Angeles, WA, 98362
or such other place as the Seller may hereafter indicate in writing.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) **OBLIGATIONS TO BE PAID BY SELLER.** The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full: That certain _____ dated _____, recorded as AF# _____.

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) **EQUITY OF SELLER PAID IN FULL.** If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorney's fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

Not Applicable.

597
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 10 2004

Amount Paid \$
Skagit County Treasurer
By: _____ Deputy

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. **FULLFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

9. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

10. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.

11. **POSSESSION.** Buyer is entitled to possession of the property from and after the date
19 _____, whichever is later, subject to any tenancies described in Paragraph

9611050028

BK 1600 PG 0449



200402100045

Skagit County Auditor

12. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. **INSURANCE.** Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

14. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

16. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. **CONDEMNATION.** Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Suit for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.

(e) Judicial Foreclosure. Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

9611050028

BK1600PG0450



200402100045
Skagit County Auditor

2/10/2004 Page

3 of 10 10:53AM

22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. **ATTORNEY'S FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at 639 Worline Road, Bow, WA, 98232

_____, and to Seller at
c/o Alan Slind, 200 Lake Farm Road, Port Angeles, WA, 98362

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.

27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. **OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER	INITIALS:	BUYER
_____	Not applicable	_____
_____		_____

29. **OPTIONAL PROVISION -- ALTERATIONS.** Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER	INITIALS:	BUYER
_____		_____
_____		_____

30. **OPTIONAL PROVISION -- DUE ON SALE.** If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a foreclosure or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	BUYER
_____		_____
_____		_____

31. **OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER	INITIALS:	BUYER
_____		_____

9611050028

BK1600PG045



200402100045

Skagit County Auditor

32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ _____ per _____. Such 'reserve' payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Gerald Walli Slind Gerald Walli Slind Kevin J. Allen Kevin J. Allen
 Alan W. Slind Alan W. Slind Molli J. Allen Molli J. Allen
 Helen Slind Helen Slind
 Marvin G. Slind Marvin G. Slind
 Mickey Slind Mickey Slind
 Anne H. 0116

OREGON
 STATE OF WASHINGTON)
 COUNTY OF WALKER) ss.

On this day personally appeared before me Gerald Walli Slind, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of Sept, 1996.

Bernadine Nelson
 Notary Public in and for the
 State of Washington
 At SEASIDE, OR
 My commission expires:



OREGON
 STATE OF WASHINGTON)
 COUNTY OF CLATSOP) ss.

On this day personally appeared before me Alan W. Slind, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of SEPTEMBER, 1996.

Cassandra Bee Roberts
 Cassandra Bee Roberts
 Notary Public in and for the
 State of Washington, residing
 At SEASIDE, WA
 My commission expires: 1-97

9611050028

BK1600PG0452



200402100045
 Skagit County Auditor

2/10/2004 Page

5 of 10 10:53AM

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me Helen Slied, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of October, 1996

LAURA J. RUSHTON
STATE OF WASHINGTON
NOTARY - e - PUBLIC
My Commission Expires 3-10-97

Laura J. Rushton
LAURA J. RUSHTON
Notary Public in and for the
State of Washington, residing
At SEQUIM WA
My commission expires: 3-10-97

STATE OF WASHINGTON)
) ss.
COUNTY OF Winitona)

On this day personally appeared before me Marvin G. Slied, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of October, 1996.



Linda Mitchellham
Linda Mitchellham
Notary Public in and for the
State of Washington, residing
At Pullman
My commission expires: 10-29-99

STATE OF WASHINGTON)
) ss.
COUNTY OF Luk. tman)

On this day personally appeared before me Anne M. US Melroy Slied, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5 day of October, 1996.



Linda Mitchellham
Linda Mitchellham
Notary Public in and for the
State of Washington, residing
At Pullman
My commission expires: 10-29-99

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Kevin J. Allen, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of September, 1996.

Cassandra Ber Roberts
Cassandra Ber Roberts
Notary Public in and for the
State of Washington, residing
At Sedro Woolley WA
My commission expires: 6-19-97

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Mell J. Allen, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14th day of September, 1996.

Cassandra Ber Roberts
Cassandra Ber Roberts
Notary Public in and for the
State of Washington, residing
At Sedro Woolley WA
My commission expires: 6-19-97

961105002S

BK1600PG0453



200402100045
Skagit County Auditor

That portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 35, North of Range 3, East of W.M., described as follows: Beginning at a point on the West line of said subdivision 882.75' South of the NW corner thereof; thence South 59 $\frac{1}{2}$ $^{\circ}$ East to the East line of the county road and the point of beginning; thence continue South 59 $\frac{1}{2}$ $^{\circ}$ East 200 feet; thence North parallel to the East line of said county road 150 feet; thence North 59 $\frac{1}{2}$ $^{\circ}$ West 200 feet more or less to the East line of said county road; thence South along said East line 150 feet more or less, to the true point of beginning.

AND

PARCEL A:

That portion of the southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Northwest $\frac{1}{4}$;
thence South 89 $^{\circ}$ 48'01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the easterly line of Worline Road;
thence North 00 $^{\circ}$ 02'28" West, parallel to the West line of said Northwest $\frac{1}{4}$ of Section 2, a distance of 395.00 to the TRUE POINT OF BEGINNING;
thence North 89 $^{\circ}$ 57'32" East, a distance of 76.01 feet to an intersection with the Southwesterly line of a tract conveyed to Gilbert Slind et ux by deed recorded March 12, 1974 under Auditor's File No. 797733;
thence North 59 $^{\circ}$ 32'28" West, along said Southwesterly line of the Slind tract, a distance of 88.32 feet to a point on the Easterly line of Worline Road;
thence South 00 $^{\circ}$ 02'28" East, parallel to the West line of said Section 2, a distance of 44.71 feet to the TRUE POINT OF BEGINNING.

AND

PARCEL B:

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Northwest $\frac{1}{4}$;
thence South 89 $^{\circ}$ 48'01" East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road;
thence North 00 $^{\circ}$ 02'28" West, parallel to the West line of said Northwest $\frac{1}{4}$ of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind et ux, by deed recorded March 12, 1974 under Auditor's File No. 797733;
thence South 59 $^{\circ}$ 32'28" East, along the Northeasterly line of said Slind tract a distance of 78.37 feet to the TRUE POINT OF BEGINNING;
thence continuing South 59 $^{\circ}$ 32'28" East along said Northeasterly line a distance of 66.71 feet;
thence North 00 $^{\circ}$ 02'28" West a distance of 33.86 feet;
thence South 89 $^{\circ}$ 57'32" West a distance of 57.48 feet to the TRUE POINT OF BEGINNING.

ATTACHE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON



200402100045
Skagit County Auditor

2/10/2004 Page 7 of 10 10:53AM

9611050028

BK1600PG0454

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON } ss
COUNTY OF SKAGIT

I, Auditor of Skagit County, State of Washington, do hereby certify that the foregoing copy of Real Estate Contact true and literal exemplification and copy from the record, 2017 and 2018, Volume 1600 of 01R of Page 448 Number 9611050028 of Records of Skagit County.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal of my office this 9 day of January 2024
[Signature] By [Signature] Deputy
Auditor



200402100045
Skagit County Auditor

That portion of the SW ¼ of the NW ¼ of Section 2, Township 35 North, Range 3 East, WM, described as follows:

Beginning at a point on the West line of said subdivision 882.75 feet South of the Northwest corner thereof; Thence South 59 1/2° East to the East line of the county road and the point of beginning; Thence continue South 59 1/2° East 200.00 feet; Thence North parallel to the East line of said county road 150 feet; Thence North 59 1/2° West 200 feet, more or less to the East line of the county road; Thence South along said East line 150 feet to the point of beginning.

TOGETHER WITH those portions of said Southwest Quarter of the Northwest Quarter of said Section 2 described as follows:

Parcel "A"

Commencing at the Southwest corner of said Northwest Quarter; Thence South 89° 48' 01" East along the East / West centerline of said Section 2, a distance of 30.00 feet to the East line of Worline road; Thence North 0° 02' 28" West, parallel to the West line of said Northwest Quarter of Section 2, a distance of 395.00 feet to the TRUE POINT OF BEGINNING; Thence North 89° 57' 32" East 76.01 feet to an intersection with the Southwesterly line of a tract conveyed to Gilbert Slind etux by deed recorded March 12, 1974 under Auditors file number 797733; Thence North 59° 32' 28" West, along said Southwesterly line of the Slind tract, 88.22 feet to a point on the Easterly line of Worline road; Thence South 0° 02' 28" East parallel to the West line of said Section 2, a distance of 44.71 feet to the TRUE POINT OF BEGINNING.

Parcel "B"

Commencing at the Southwest corner of said Northwest Quarter; Thence South 89° 48' 01" East along the East / West centerline of said Section 2, a distance of 30.00 feet to the East line of Worline road: : Thence North 0° 02' 28" West, parallel to the West line of said Northwest Quarter of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind etux by deed recorded March 12, 1974 under Auditors file number 797733; Thence South 59° 32' 28" East, along the Northeasterly line of said Slind tract, 78.37 feet to the TRUE POINT OF BEGINNING; Thence continue South 59° 32' 28" East along the Northeasterly line of said Slind tract 66.71 feet; Thence North 0° 02' 28" West 33.86 feet; Thence South 89° 57' 32" West 57.48 feet to the TRUE POINT OF BEGINNING.

AWA HS GBS MSK AMS _____



200402100045

Skagit County Auditor

EXCEPT those portions of said Southwest Quarter of the Northwest Quarter of said Section 2 described as follows:

Parcel "A"

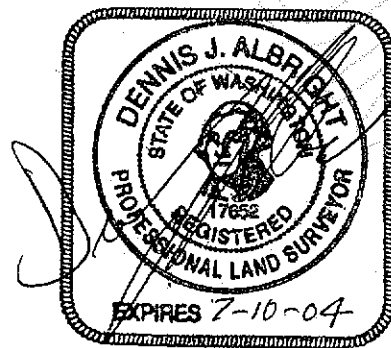
Beginning at the Southwest corner of said Northwest Quarter; Thence South 89° 48' 01" East along the East / West centerline of said Section 2 a distance of 30.00 feet to the Easterly line of Worline Road; Thence North 0° 02' 28" West, parallel to the West line of said Northwest quarter of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind etux, be deed recorded March 12, 1974 under Auditors file no. 797733 and the TRUE POINT OF BEGINNING; Thence South 59° 32' 28" East, along the Northeasterly boundary of said Slind tract, a distance of 78.37 feet; Thence South 89° 57' 32" West 67.52 feet to the Easterly line of Worline Road; Thence North 0° 02' 28" West, along said Easterly line, 39.77 feet to the TRUE POINT OF BEGINNING.

Parcel "B"

Beginning at the Southwest corner of said Northwest Quarter; Thence South 89° 48' 01" East along the East / West centerline of said Section 2 a distance of 30.00 feet to the Easterly line of Worline Road; Thence North 0° 02' 28" West, parallel to the West line of said Northwest quarter of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind etux, be deed recorded March 12, 1974 under Auditors file no. 797733; Thence South 59° 32' 28" East, along the Northeasterly boundary of said Slind tract, 145.08 feet to the TRUE POINT OF BEGINNING; Thence continuing South 59° 32' 28" East, along said Northeasterly line, 54.93 feet to the Northeast corner of said Slind tract; Thence South 0° 02' 28" East, along the East line of said Slind tract, 150.00 feet to the Southeast corner thereof; Thence North 59° 32' 28" West, along the Southwesterly line of said Slind tract, 111.78 feet; Thence North 89° 57' 32" East 48.99 feet; Thence North 0° 02' 28" West 121.14 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington

AMS *HS* *[Signature]* *[Signature]* *AMS*



6-11-03



200402100045
Skagit County Auditor